

EXHIBIT A

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Global Terms of Use



Jason

Updated 4 months ago

LAST UPDATED: 31 October 2023

1.0 Acceptance of the Terms

These Global Terms of Use (“Terms”) govern Your use of websites (“Sites”), mobile applications (“Apps”), software, content, and all products and services (collectively, the “Services”) provided by Scribd, Inc. (“the Company”, “We”, “Our”, or “Us”), including Everand™, Scribd®, and Slideshare®, which are all wholly-owned subsidiaries of the Company. The following additional terms, policies, guidelines, agreements, and rules (the “Guidelines”) are expressly incorporated herein and form a binding part of these Terms as if reproduced fully herein:

1. Scribd, Inc. Global Privacy Policy (<https://scribd.com/privacy>)
2. Everand Subscriber Agreement (<https://support.scribd.com/hc/articles/210129486>)
3. Uploader Agreement for Scribd and Slideshare (<https://support.scribd.com/hc/articles/210129466>)
4. Community Rules (Prohibited Activity and Content) (<https://support.scribd.com/hc/articles/210129166-Prohibited-Activity-and-Content>)
5. Gift Subscription Terms and Conditions (<https://support.scribd.com/hc/articles/210129546>)

BY REGISTERING FOR, ACCESSING, BROWSING, POSTING TO, DOWNLOADING FROM, SIGNING UP TO, SUBSCRIBING TO, OR USING ANY OF THE SERVICES THAT WE PROVIDE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, ALL RULES, TERMS, CONDITIONS, GUIDELINES, RESTRICTIONS, AND NOTICES IN THE GLOBAL TERMS OF USE.

We reserve all rights not expressly granted in these Terms. If You do not agree to these Terms Of Use, then You may not use the Services.

2.0 Definitions

An “Account” refers to a basic Scribd or Slideshare account maintained by an individual person or a single entity (“You”, “Your”, “User”, or, collectively, “Users”). A “Subscription” refers to any paid subscription that allows Users to access exclusive premium content (“Subscription Content”) during the Subscription period through Everand™.

3.0 Jurisdiction

Our Operations are based in the United States. If You are located in the greater European Economic Area (“EEA+”) or the United Kingdom (“U.K.”), then these terms are an agreement between You and Scribd Netherlands B.V. If You are not located in the EEA+ or the U.K., then these terms are an agreement between You and Scribd, Inc. For the purposes of these Terms, Scribd, Inc. and Scribd Netherlands B.V. are collectively referred to as “Scribd, Inc.” or “the Company.”

The Services may not be appropriate or available for use in some jurisdictions outside of the United States. If You use the Services, You do so at Your own risk, and You are responsible for complying with local laws, rules, and regulations. We may limit availability of the Services, in whole or in part, to any person, geographic area, or jurisdiction we choose, at any time, and in our sole discretion.

4.0 Your Eligibility to Use the Services

You must be at least 13 years old to use the Services. If You are under 18, You represent that You have Your parent or guardian’s permission to use the Services. If You are a parent or legal guardian of a user under



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4.0 Your Eligibility to Use the Services

You must be at least 13 years old to use the Services. If You are under 18, You represent that You have Your parent or guardian's permission to use the Services. If You are a parent or legal guardian of a user under the age of 18, by allowing Your child to use the Services, You are subject to the terms of this Agreement and responsible for Your child's activity when using the Services.

The Services are not available to Users whose access to any Service was administratively suspended or revoked.

If You are using or opening an Account or Subscription on behalf of a company, legal entity, or organization (collectively, "Entity"), then You represent and warrant that You are an authorized representative of that Entity with the authority to bind the Entity to these Terms; and agree to be bound by these Terms on behalf of the Entity. In that case, "You" and "Your" will refer to the Entity.

BY USING THE SERVICES, YOU REPRESENT THAT You meet the eligibility requirements in this Section. In any case, You affirm that You are at least 13 years old.

5.0 Your Personal Information and Privacy

Your privacy and the security of your Personal Information is extremely important to Us. We take significant technical and organizational measures to protect Your Personal Information. Please read the [Global Privacy Policy](#) carefully for information on how we collect, use, and disclose Your personal information.

You acknowledge and agree that Your use of the Services is subject to the Global Privacy Policy. You acknowledge and agree that all information You provide to Us is true, accurate, and complete; that You are solely responsible for the accuracy of Your information; and that evidence of inaccurate account information may lead to the suspension or termination of Your Account and/or Subscription. You agree to not disclose Your passwords to anyone and that You are responsible for all activities that occur under Your Account and/or Subscription, whether or not You are aware of them when they occur. If You have reason to believe that Your Account and/or Subscription is no longer accurate or secure, then You agree to immediately notify Us via the [Help Center](#) (<https://support.scribd.com>) or by email at support@scribd.com.

6.0 Intellectual Property

We respect the intellectual property rights of authors, publishers, and creators, and we expect our Users to comply with all applicable intellectual property laws. It is Our policy to comply with the United States Digital Millennium Copyright Act (17 U.S.C. §512) and to terminate Account holders who repeatedly infringe, or are believed to repeatedly infringe, intellectual property rights. Scribd's copyright-related policies and procedures are further described in the [Help Center](#).

The Company's trademarks, logos, service marks, and trade names (collectively, the "Trademarks") displayed on the Sites and Apps are registered and unregistered trademarks of Scribd, Inc. and may not be used in connection with products or services that are not related to, associated with, or sponsored by the Company. All Trademarks not owned by the Company, if they appear anywhere within any of the Services, are the property of their respective owners.

7.0 License Grants

7.1 License Grants to Mobile Applications

Subject to Your compliance with these Terms, the Company grants to You a limited, non-exclusive, non-transferable, freely revocable license to download and install a copy of any App provided by the Company on any mobile device or computer that You own or control, and to run such copy of the App solely for Your own personal non-commercial purposes, and to make a reasonable number of backup copies of the App. Except as expressly permitted in these Terms, You may not: (i) copy, modify or create derivative works based on the Apps; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to



Subject to Your compliance with these Terms, the Company grants to You a limited, non-exclusive, non-transferable, freely revocable license to view, download (including, without limitation, to a portable device), print, and have printed select user-generated content ("UGC", "Content", or "User Content") for personal use, except as the Company may restrict or block at the request of the uploader or on its own initiative. UGC does not include Subscription Content published through Everand (as defined in the [Everand Subscriber Agreement](#)).

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7.2 License Grant to Download User-Generated Content

Subject to Your compliance with these Terms, the Company grants to You a limited, non-exclusive, non-transferable, freely revocable license to view, download (including, without limitation, to a portable device), print, and have printed select user-generated content ("UGC", "Content", or "User Content") for personal use, except as the Company may restrict or block at the request of the uploader or on its own initiative. UGC does not include Subscription Content published through Everand (as defined in the [Everand Subscriber Agreement](#)).

8.0 Content Disclaimers

You understand and acknowledge that the content that You receive from the Services is intended for information and entertainment purposes only; it does not constitute legal, financial, professional, educational, medical, or healthcare advice or diagnosis and cannot be used for such purposes. You understand and acknowledge that when using the Services You will be exposed to content from a variety of sources, and You agree the Company is not responsible for the accuracy, usefulness, or intellectual property rights of, or relating to, such content. You further understand and acknowledge that You may be exposed to content that is inaccurate, offensive, indecent, or objectionable, and You agree to waive, and do waive, any legal or equitable rights or remedies You have or may have against the Company with respect thereto. The Company does not endorse any content or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with such content. If notified of content that allegedly does not conform to these Terms, the Company may investigate the allegation and determine in its sole discretion whether to remove the content, which it reserves the right to do at any time and without notice. The Company does not permit activities that infringe intellectual property rights or privacy rights on any of the Services.

Content provided through the Services may include links or references to other web sites or services solely as a convenience to Users ("Reference Sites"). Unless otherwise expressly stated by the Company, the Company does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, Your correspondence or business dealings with, or participation in promotions of advertisers found on or through the Services are solely between You and such advertisers. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at Your own risk.

9.0 Prohibited Conduct

It is Our goal to create an experience where anyone can read or listen to books and other creative works in a comfortable and safe environment. We have developed rules that are designed to help achieve this goal. In addition to the general rules below, additional restrictions are enumerated in the [Community Rules](#). We reserve the right to, in our sole discretion, determine and decide whether, and to what extent, a rule has been broken. The Company reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized or prohibited uses of the Services.

9.1(a) By using the Services, You agree not to:

- Use the Services if You are under the age of thirteen (13) years old;
- Use the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- Use the Services for any purpose other than to post, receive, and engage with original and/or appropriately licensed content, and to add Descriptive Information to original content;
- Impersonate any person or Entity, falsely claim an affiliation with any person or Entity, forge another persons' digital signature, misrepresent the source, identity, or content of information



- Use the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- Use the Services for any purpose other than to post, receive, and engage with original and/or appropriately licensed content, and to add Descriptive Information to original content;
- Impersonate any person or Entity, falsely claim an affiliation with any person or Entity, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the Services, or perform any other similar fraudulent activity;
- Access the Accounts and/or Subscriptions of others without permission;
- Delete, modify, or alter the copyright or other proprietary rights notices provided by the Services or associated with any content available via the Services;
- Make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Services;
- Defame, harass, abuse, menace, threaten or defraud Users of the Services;
- Collect, or attempt to collect, personal information about Users or third parties without their consent;
- Remove, circumvent, disable, damage or otherwise interfere with rights enforcement and other security-related features that prevent or restrict use or copying, printing, storing, transferring, or sharing of any content accessible through the Services, or features that enforce limitations on the use of the Services or any content available via the Services;
- Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or any part of the Sites, Apps, and/or Services, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- Modify, adapt, translate or create derivative works based upon works provided through the Services, or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- Restrict, intentionally interfere with or damage the operation of the Services or any User's enjoyment of any part thereof, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- Use any robot, spider, scraper, or other automated means to access the Services, or copy, print, access, store, transfer, or share any content accessible through the Services, for any purpose or to bypass any measures the Company may use to prevent or restrict access, or the ability to copy, print, access, store, transfer, or share content;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the services;
- Misuse any reporting, flagging, complaint, dispute, or appeals process, including by making groundless, vexatious, or frivolous submissions;
- Interfere with or disrupt servers or networks related to the operation of the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- Clone, copy, duplicate, or create a database of the Services by systematically downloading and storing all or any content provided through the Services;
- Run contests, sweepstakes, or other similar events on or through the Services without Our prior written permission;
- Access, post, or download content from or within a country or territory subject to comprehensive sanctions in the United States; or
- Use any portion of any content provided through the Services for the purposes of training a large language model.

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9.1(b) By using the Services, You agree not to upload, post, distribute, or otherwise make available through the Services:

- Any Content and/or Descriptive Information that is, or may be, defamatory, libelous, tortious, or inaccurate;
- Any Content and/or Descriptive Information that is, or may be illegal or unlawful;
- Any unsolicited advertising, promotional materials, or other solicitation materials, bulk commercial advertising (spam), chain mail, informational announcements, charity requests, and petitions for signatures;
- Any Content and/or Descriptive Information that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, invasive of another's privacy, harassing, threatening, menacing, embarrassing, distressing, hateful, racially or ethnically offensive, or otherwise inappropriate;
- Any Content and/or Descriptive Information that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides



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- advertising (spam), chain mail, informational announcements, charity requests, and petitions for signatures;
- Any Content and/or Descriptive Information that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, invasive of another's privacy, harassing, threatening, menacing, embarrassing, distressing, hateful, racially or ethnically offensive, or otherwise inappropriate;
 - Any Content and/or Descriptive Information that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities;
 - Any image, whether photographic or artistic (including computer-generated imagery), of a person under the age, or apparently under the age, of 18 in a state of undress, or otherwise posed or presented in a lewd, lascivious, provocative, or titillating manner;
 - Any lewd or lascivious imagery of unclothed persons of any age;
 - Any Content and/or Descriptive Information that infringes any person's legal right to privacy or publicity;
 - Any Content and/or Descriptive Information that is designed to aid search engine optimization, or other Content that in the Company's sole opinion detracts from the User experience;
 - Any Content and/or Descriptive Information that is determined to violate one or more conditions of Prohibited Activity and Content notice.

10.0 Termination; Terms of Use Violations

10.1 Scribd and Slideshare

You agree that We, at Our sole discretion, for any or no reason, and without penalty, may terminate any Account (or any part thereof) You may have with the Company or Your use of the Services and remove and discard all or any part of Your Account and/or Subscription, User profile, and any Content, at any time and without notice to You. One reason we may terminate Your Account is if You do not log into Your Account for an extensive period of time. We may also, in Our sole discretion, and at any time, discontinue providing access to the Services, or any part thereof, with or without notice. You agree that any termination of Your access to the Services or any Account and/or Subscription You may have or portion thereof may be effected without prior notice, and You agree that the Company will not be liable to You, or any third party, for any such termination. Any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies the Company may have at law or in equity.

10.2 Everand

We will not terminate Your Everand Subscription for inactivity if You continue to pay Subscription Fees. Please see the [Everand Subscriber Agreement](#) for additional terms applicable to the cancellation of Your Subscription.

10.3 How to Cancel Your Account or Subscription and Terminate this Agreement

You can cancel Your Account and/or Subscription through Your Account settings; or by sending a cancellation request to Our Customer Support team via the [Help Center](#) or at support@scribd.com. You can terminate these Terms at any time by canceling all of Your Accounts and Subscriptions and discontinuing Your uses of the Services. Your only remedy with respect to any dissatisfactions with (i) the Company, (ii) the Services, (iii) any term of these Terms, (iv) any policy or practice of the Company, or (iv) any Content or information transmitted through the Services, is to cancel Your Accounts and Subscriptions and to stop using the Services.

10.4 The Effects of Cancellation or Termination

Upon any cancellation or termination, the rights and licenses granted to You under these Terms and any additional terms and conditions will automatically terminate and the following provisions will survive: "The Effects of Cancellation or Termination," "Our Proprietary Rights," "Indemnification," "Disclaimers; No Warranties," "Limitation of Liability and Damages," "Dispute Resolution," "Miscellaneous," and "Claims."

11.0 Our Proprietary Rights



Upon any cancellation or termination, the rights and licenses granted to you under these terms and any additional terms and conditions will automatically terminate and the following provisions will survive: "The Effects of Cancellation or Termination," "Our Proprietary Rights," "Indemnification," "Disclaimers; No Warranties," "Limitation of Liability and Damages," "Dispute Resolution," "Miscellaneous," and "Claims."

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11.0 Our Proprietary Rights

The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, and all other elements of the Services provided by the Us (the "Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. We acknowledge that You retain ownership of any Content and Descriptive Information that You post on Scribd and/or Slideshare, subject however to Your grant to the Company of a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license to reproduce, store, distribute, publicly display, and adapt them for use in conjunction with the operations of the Services. All Materials contained on the Services are the property of the Company or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to the Company or its affiliates and/or third-party licensors. Except as expressly authorized by the Company, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials or Services. The Company reserves all rights not expressly granted in these Terms.

12.0 Indemnification

You agree to indemnify, save, and hold Us, Our affiliated companies, contractors, employees, agents and Our third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of Your use or misuse of the Services, any violation by You of these Terms, or any breach of the representations, warranties, and covenants made by You herein. We reserve the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Us, and You agree to cooperate with Our defense of these claims. We will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

13.0 Disclaimers; No Warranties

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY, AND ITS AFFILIATES, PARTNERS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 13, THE TERM THE COMPANY INCLUDES THE COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

14.0 Limitation of Liability and Damages

14.1 Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL THE COMPANY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE MATERIALS AND CONTENT ON THE SERVICES OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH THE COMPANY, EVEN IF THE COMPANY OR AN AUTHORIZED REPRESENTATIVE OF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 Limitation of Damages

IN NO EVENT WILL THE TOTAL LIABILITY OF THE COMPANY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TO YOU FOR ALL



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IN NO EVENT WILL THE TOTAL LIABILITY OF THE COMPANY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS, YOUR USE OF THE SERVICES OR YOUR INTERACTION WITH OTHER USERS OF THE SERVICES (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

14.3 Reference Sites

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN THE COMPANY AND RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY REFERENCE SITES.

14.4 Basis of the Bargain

YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY HAS OFFERED ITS PRODUCTS AND SERVICES, SET ITS PRICES, AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND THE COMPANY, AND THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND THE COMPANY. THE COMPANY WOULD NOT BE ABLE TO PROVIDE SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

14.5 Limitations by Applicable Law

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.

15.0 Dispute Resolution

15.1 Governing Law

For the Company’s customers, these Terms will be governed and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. For customers of Scribd México S.A. de C.V., these Terms will be governed and construed in accordance with the laws of the United Mexican States (México). For customers of Scribd Netherlands B.V., these Terms will be governed and construed in accordance with the laws of the Netherlands.

15.2 Agreement to Arbitrate

You acknowledge and agree that any dispute, claim or controversy arising out of or relating to these Terms; or the breach, termination, enforcement, interpretation or validity of these Terms; or the use of the Services or Content available on the Sites and Apps (collectively, “Disputes”) will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an “IP Protection Action”). Without limiting the preceding sentence, You will also have the right to litigate any other Dispute if You provide Us with written notice within thirty (30) days following the date You first agree to these Terms (such notice, an “Arbitration Opt-out Notice”).



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- 10.2 Everand
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- 10.4 The Effects of Cancellation or Termination
- 14.1 Limitation of Liability
- 14.2 Limitation of Damages
- 14.3 Reference Sites
- 14.4 Basis of the Bargain
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binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an "IP Protection Action"). Without limiting the preceding sentence, You will also have the right to litigate any other Dispute if You provide Us with written notice within thirty (30) days following the date You first agree to these Terms (such notice, an "Arbitration Opt-out Notice").

If You do not provide Us with an Arbitration Opt-out Notice within the thirty (30) day period, You will be deemed to have knowingly and intentionally waived Your right to litigate any Dispute except as expressly set forth in clauses (i) and (ii) above. The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

If You do not provide Us with an Arbitration Opt-out Notice within the thirty (30) day period, **You acknowledge and agree that You and the Company are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.** Further, unless both You and the Company otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

15.3 Arbitration Process

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. The AAA Rules are available at <https://adr.org/rules>. The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Pursuant to the AAA Rules, the initiating party must provide the other party with any applicable Demand(s) for Arbitration. Template forms are available at <https://adr.org/forms>. The arbitrator will be selected by the parties from the AAA's roster of licensed arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint an arbitrator. Unless You and the Company agree otherwise, the arbitration will be conducted in the county (or analogous administrative region) where You reside.

If Your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that You and the Company submit to the arbitrator, unless You request a hearing or the arbitrator determines that a hearing is necessary. If Your claim exceeds \$10,000, Your right to a hearing will be determined by the AAA Rules. The Rules provide the arbitrator with discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. If You prevail in arbitration You will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. We will not seek, and We waive all rights We may have under applicable law, to recover attorneys' fees and expenses if We prevail in arbitration.

15.4 Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if Your claim for damages does not exceed \$75,000, then We will pay all such fees unless the arbitrator finds that either the substance of Your claim or the relief sought in Your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

15.5 Changes

Notwithstanding the provisions of the "Modification of these Terms" section above, if the Company changes this "Dispute Resolution" section after the date You first accepted these Terms (or accepted any



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15.5 Changes

Notwithstanding the provisions of the “Modification of these Terms” section above, if the Company changes this “Dispute Resolution” section after the date You first accepted these Terms (or accepted any subsequent changes to these Terms), You may reject any such change by sending us written notice (including by email to support@scribd.com) within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of the Company’s email to You notifying You of such change. By rejecting any change, You are agreeing that You will arbitrate any Dispute between You and the Company in accordance with the provisions of this “Dispute Resolution” section as of the date You first accepted these Terms (or accepted any subsequent changes to these Terms).

16.0 Miscellaneous; Assignment; Merger

This Agreement does not create any partnership, joint venture, employer-employee, principal-agent, or franchisor-franchisee relationship between You and Us. These Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by the Company without restriction. Any assignment attempt made in violation of these Terms shall be void. If any provision of these Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions. You agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by an authorized agent of the Company. Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, sections 6-16.

These Terms (including all Guidelines, Notices, and Terms incorporated herein), are the entire agreement between You and the Company relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms or Guidelines made by the Company as set forth in Section 20.0. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

17.0 Claims

YOU AND THE COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE COMPANY MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

18.0 Promo Codes

Please refer to Section 7 of the [Everand Subscriber Agreement](#).

19.0 Gift Subscriptions

Please refer to the [Gift Subscription Terms and Conditions](#).

20.0 Changes to the Agreement

We may occasionally update these Terms and Our other Agreements and Guidelines. We will notify You, as required by applicable laws, whenever We make material changes to these Terms. We encourage You to review these Terms, and all Guidelines, periodically to keep yourself aware of any changes. Changes to this Agreement will take effect immediately after We post it to <https://scribd.com/terms>. You can determine when We last changed this Agreement by referring to the “LAST UPDATED” legend above. You acknowledge that Your use of the Services following changes to these Terms will constitute Your



between You and the Company relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by the logs of the Terms or Guidelines made by the Company as set forth in Section 20.0. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

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21.0 How to Contact Us

We welcome your questions about our Terms by email at support@scribd.com or by post at: Scribd, Inc. 460 Bryant Street, Suite 300, San Francisco, CA 94107-2594. We respond to all inquiries within 30 days. If You are a California resident, You may have this same information emailed to You by sending a letter to the foregoing address with Your email address and a request for this information.

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